



Questions – Section C

1. C.3.3 Paragraph 3. - "Could DOE provide an example of a completed DOE QASP? What are the additional elements to the DOE's QASP in addition to those covered by the Performance Evaluation and Measurement Plan (PEMP)?"
- QASP is a complex-wide term for the Department used to capture the various contract assessment mechanisms at each site. For example, the QASP for this solicitation is defined as the Contract Management Plan for the Berkeley Site Office (BSO), as posted on the LBNL SEB Information Library, the annual Performance Evaluation and Measurement Plan (e.g. the FY2004 version, as included in the current LBNL contract), and BSO's current Assessment Management Plan (AMP), that is expected to be posted shortly. For your information, BSO is in the process of revising the AMP to reflect organizational and process changes.



Questions – Section C (cont.)

2. Page C-13, Section C.4(c) Science Programs.(15) User Facilities Operations and L-9: Section L.4(c) Approach to maximize scientific impacts from User Facilities.

"Reference: The Laboratory shall manage and operate major DOE user facilities: Advanced Light Source, Biomedical Isotope Facility, National Energy Research Scientific Computing Center and Energy Sciences Network, 88-Inch Cyclotron, and National Center for Electron Microscopy and develop other user facilities important to DOE missions." Question: Should the referenced current list of user facilities also include National User Resources of benefit to the Office of Science, such as the Joint Genome Institute or other entities associated with Lawrence Berkeley National Laboratory? We believe the response to the requested description of the offeror's approach to maximize scientific impacts from User Facilities could incorporate these other National User Resources."

- No, resources such as the Joint Genomics Institute are specifically not included in C.4(c) (15) and therefore should not be included in a response to L.4(c). However, these resources could be addressed, as appropriate, in categories such as L.3 or L.4.(b), at the offeror's discretion.



Questions – Section F

1. Page F-2; Clause F.2(c)(3) Award Term Evaluation and Determination:

"Reference: The amount of award term that may be earned by the contractor for the first award term extension is thirty-six (36) months. The amount of award term that may be earned by the contractor for each subsequent award term extension is twelve (12) months. Question: We presume the 36 month extension is additive to the initial contract term of 60 months. Is this correct?"

– Yes.



Questions – Section F (cont.)

2. Page F-3; Clause F.2(d)(5) Award Term Evaluation and Determination:

"Reference: A significant failure of Contractor's management controls as defined in the clause entitled "Management Controls" or a first degree performance failure as defined in the clause entitled "Conditional Payment of Fee, Profit, or Incentives" may result in the forfeiture of up to 3 years of earned award term. This potential forfeiture is in addition to other remedies provided for in the contract.

Question: We presume the forfeiture of up to three years of award term does not mean that there will be a reduction of the initial contract term of 60 months as a result of this provision. Is this correct?"

– Yes.



Questions – Section H

1. Page H-8: Section H.4 (II)(c) Items of Unallowable Costs

"Reference: Facilities capital cost of money. Question: Confirm that this provision does not prohibit:

a) the offeror from proposing and the government accepting the use of contractor-owned capital equipment or facilities not acquired through procurement under this contract and b) the allowability of the invoiced charge for such equipment or facilities that includes capitalization of interest expense associated with the contractor's purchase?"

- With respect to a) the provision does not prohibit the offeror from proposing and the government accepting the use of contractor-owned capital equipment or facilities not acquired through procurement under this contract.
- With respect to b) capitalization of interest expense will not be allowable.



Questions – Section H (cont.)

2. "Clause H.21(e)(2) states that the net benefit value and/or per capita cost of employee benefits offered by the Contractor should not exceed that of the comparator group by more than 5 percent. Is this 5 percent limit measured relative to the average of the comparator group benefit plan values or is it measured relative to the benefit plan values of the highest ranked employer in the comparator group?"
 - The average of the comparator group benefit plan values is used to determine the relative value/costs of the contractor's benefit programs.



Questions – Section H (cont.)

3. "Clause H.21(e)(2) states that the net benefit value and/or per capita cost of employee benefits offered by the Contractor should not exceed that of the comparator group by more than 5 percent. Is this 5 percent limit to be applied individually to each pension and non-pension benefit offered by the Contractor or is it to be applied to the total benefit package offered by the Contractor with some specified weighting for different components of the total package?"
- Should a contractor's benefit value/per capita costs exceed comparators by more than 5%, Clause H.21(e)(2) allows for Contracting Officer discretion in determining the appropriate net benefit value or per capita cost that would necessitate a corrective action plan. The "limit" determined by the Contracting Officer is applied to the total benefit package. While the process does not involve weighting, the DOE has published a "Value Study Desk Manual" that addresses valuation methodologies for each component.



Questions – Section H (cont.)

4. "A note which preceeds Clause H.21 in the RFP reads “If the selected Offeror is the incumbent contractor, Clause H.21(f) below is deleted and Clause H.41 shall apply in lieu thereof.” In the case in which the selected Offeror is the University of California as prime contractor teamed with a second party, which Clause is intended to apply?
- Should UC join into a partnership, such as a joint venture or LLC, this would establish a new contractual entity, and Clause H.21(f) would apply.



Questions – Section H (cont.)

5. "Clause H.21(f) states that “The Contractor shall establish or maintain a separate pension plan ... that preserves accrued benefits and recognizes service credit earned under UCRP”. What specific “accrued benefits” are required to be preserved in this separate pension plan?"
- “Accrued benefits” include the following:
 - UCRP Disability Income
 - Death Benefit
 - Pre-retirement survivor income



Questions – Section H (cont.)

5. continued

- Basic Retirement Income – UCRP Defined Benefit Plan
 - Lump-Sum Cashout
 - Post-retirement survivor continuance (spouse or domestic partner)
 - Contingent annuitant benefit (to another person – 50% reduction in Basic Retirement Income)
 - Social Security Supplement (for those coordinated with SS. Benefit % minus \$133, until age 65)
- Defined Contribution Plan
- 403(b) Plan
- Cost of Living Allowance (COLA)
- Capital Accumulation Provision (CAP)



Questions – Section H (cont.)

6. "Clause H.21(f) states that “The Contractor shall establish or maintain a separate pension plan ... that preserves accrued benefits and recognizes service credit earned under UCRP”. Does the requirement to preserve “accrued benefits” mean that the separate pension plan to be created must be a defined benefit plan offering the same schedule of benefits as UCRP?”
 - No. The DOE will consider all options proposed that achieve this requirement.



Questions – Section H (cont.)

7. "Clause H.21(f)(8) states that “At contract expiration or termination ... the Contractor shall transfer sponsorship of the site-specific pension plan covering employees at the Laboratory, as directed by DOE”. However, Clause H.21(f)(10)(i) states that sponsorship of site-specific benefit plans by the Contractor may, at DOE’s discretion, continue after expiration or termination of the contract. We assume that this later Clause H.21(f)(10)(i) is intended only to provide continuity of benefits in a transition period between contractors and that the Contractor is not expected to provide long term sponsorship of site-specific pension plans after contract termination. Is that correct?"
- No. Clause H.21(f)(10)(i) applies to contract expiration/termination without a follow-on contract, therefore a transition would not occur. The duration of the long-term sponsorship of site-specific pension plans can not be speculated upon, but would be a topic of discussion between the contractor and Contracting Officer referred to under (f)(10)(iii).



Questions – Section H (cont.)

8. "Clauses H.42(a)(6)(iv) and (v) require that the Contractor submit within 60 days of contract award a Plan which documents its strategy for meeting the requirements of Clause H.21(f) and describes a framework for the pension and health/welfare benefits for the transitioning workforce. However, these Clauses do not appear to explicitly require that the actual transitioning of the Laboratory workforce be completed by the April 1, 2005 deadline for the Contractor to assume full responsibility for Laboratory operations. Is it DOE's expectation that all transitioning employees will actually be employed by the Contractor with pension and health/welfare benefits provided by the Contractor by the April 1, 2005 deadline?"
- On the date the Contracting Officer determines that the Contractor is ready to assume full responsibility, the transitioning employees will be employed by the Contractor. Clause H.42(a) provides the Contracting Officer discretion to determine if activities will be allowed to extend beyond the sixty days of the transition period.



Questions – Section I

1. Page I-106, Section I.78 “Contractor's Organization (DEC 2000)” paragraph(c)
"Reference: “In the event the contractor fails to remove any employee from the contract work whom DOE deems incompetent, careless, or insubordinate, or whose continued employment on the work is deemed by DOE to be inimical to the Department's mission, the contracting officer may require, with the approval of the Secretary of Energy, the contractor to remove the employee from work under the contract. This includes the right to direct the contractor to remove its most senior key person from work under the contract for serious contract performance deficiencies.” Comment: Since the December 2000 rulemaking that inserted this language into the standard clause, the Office of Science obtained a class deviation to remove this language from new clauses inserted in five laboratory management and operating contracts: Princeton Plasma Physics Laboratory (see clause I.78(c)), Fermi Laboratory (see clause I.78 (c)), Stanford Linear Accelerator Center (see clause I.87(c)), Brookhaven National Laboratory (see clause I.78 (c)), and Pacific Northwest National Laboratory (see clause I.78 (c)). In addition to these contracts with the new clause, three other Office of Science laboratories have predecessor clauses that do not contain the referenced language: Argonne National Laboratory (see clause I.77), Ames Laboratory (see clause I.77), and Oak Ridge National Laboratory (see clause I.104).
We believe the reasons for this class deviation remain valid for any selected contractor of the Lawrence Berkeley National Laboratory: a) The public must be absolutely confident that published scientific results of the laboratory are in no way influenced by current or proposed federal policy, and b) In recruiting and retaining a world-class scientific research staff LBNL should not offer more restrictive research environment for publication or comment on scientific matters than is present at university campuses, or even other DOE laboratories operated for the Office of Science.
Please consider amending the solicitation to use the class deviation form of this clause.”

– The SEB will take this under advisement.



Questions – Section L

1. Page L-4: L.1(c)(1);

"Reference: Offerors are not required to submit the complete language from all of the contract clauses in their offer. Submit only those pages that require input of information or a signature. Question: Please confirm that offerors who are non-profit organizations need not specify those provisions in the contract that are applicable to non-profits? Please confirm that “input of information” may include any H clause that the offeror may propose to be added as a means of implementing an element of the proposal described in Volume II, and which does not conflict with any other contract terms and is not an alternative proposal prohibited by L.18?”

- Offerors who are non-profit organizations need not specify those provisions in the contract that are applicable only to non-profits. Similarly, offerors who are for-profit need not specify those provisions in the contract that are specifically applicable only to for-profits.
- “Input of information” is not intended to allow offerors to propose any additional H clause since the government intends to award without discussions.



Questions – Section L (cont.)

2. Page L-17; Section L.11(a) DEAR 970.5215-5 LIMITATION ON FEE (DEC 2000)
"Reference: For the purpose of this solicitation, fee amounts shall not exceed the total available fee allowed by the fee policy at 48 CFR 970.1504-1-1, or as specifically stated elsewhere in the solicitation. Question: Please confirm that the proposed maximum total available fee (\$34 million) stated in the solicitation is the same amount for both for-profit and not-for profit offerors?"
- The maximum total available fee of \$34 Million applies to both for-profit and not-for profit offerors.



Questions – Section L (cont.)

3. Page L-17; L.12 SUBMISSION OF THE SMALL BUSINESS PLAN
"Reference: In completing the Plan, Offerors are advised that DOE has identified three areas for direct federal contracts with small businesses - independent audit services, infrastructure computer supplies and equipment, and copier services. These supplies and services are currently provided to LBNL under subcontract and will be awarded in the future by DOE as the current subcontracts expire. Question: The RFP references three activities and small business subcontractors for which DOE in the future will directly award prime contracts. We presume these three subcontractors are 1) Lander International for internal audit support, 2)GC Micro for computer supplies and peripherals, and 3) MBA of California for copier service. Is this correct?"

– Yes.



Questions – Section L (cont.)

4. Page L-23 ; Section L.15(c)(2)

"Reference: The first page of the proposal must show the following -

Question: Does this instruction refer to the first page of Volume I or of all three volumes?"

- Reference Provision L.1(d). Volumes II, III, and IV are required to have a cover sheet containing the information required by paragraph (c)(2) of Provision L.15.



Questions – Section L (cont.)

5. "Clause L.38(d)(3) seems to suggest that UCRP will retain the liabilities associated with pensioners, survivors, terminated vested members, members receiving UCRP disability income, and active members retained by UC in the event that the University of California is not selected as the Contractor. Is that correct?"

– Yes.



Questions – Sections L and H

6. Page L-14; Section L.8 (d) and page H-54 Section H.44 Agreements and Commitments

"Reference: Additionally, the Offeror shall describe any resources, services, support, and/or commitments (hereinafter “resource”) that will be provided to the Laboratory at no cost to the Government. [Each resource shall be separately proposed. The description of each resource shall also include, as applicable, location of the resource, estimated total value, expected benefits to LBNL, the date the resource will be provided, description of any liability related to the resource, how the resource will be managed and integrated into LBNL, and any other pertinent information. Resources may include, but are not limited to, funds, real or personal property (e.g., facilities or equipment), intellectual property, and human resources. If resources are committed by anyone other than the Offeror, e.g., parent or affiliated companies, universities, or other institutions, the Offeror shall provide a signed letter of commitment from a person authorized to commit the proposed resource to the LBNL contract. As previously stated, any costs incurred by the Contractor and/or any other organizations in providing resources incorporated into the LBNL under clause H.44 are expressly unallowable. The Government reserves the right in its sole discretion to accept or reject any Offeror commitments under this paragraph (d). Question: Please confirm that the statements of “at no cost” and “unallowable” under H.44 in no way restricts the offeror from using earned fee from this contract to pay for the costs of any commitments incurred under H.44?"

- Offerors may use earned fee to pay for the cost of any commitments under H.44.